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Attorneys for Defendant
WELLS FARGO BANK, NA
(erroneously sued as Wells Fargo Bank)

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

RAYMOND RAY, a individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WELLS FARGO BANK and DOES 1
through 50 Inclusive,

Defendants.

CASE NO. 11-01477-AHM(JC)

CLASS ACTION

**DEFENDANT'S NOTICE OF
REMOVAL**

**[CLASS ACTION FAIRNESS ACT OF
2005, 28 U.S.C. §§ 1332 AND 1348]**

*[Filed concurrently with Civil Cover Sheet,
Certification and Notice of Interested Parties;
Disclosure Statement; Notice of Related
Cases]*

[LASC Case No.: BC 452740]

Complaint Filed: 01/07/11

1 TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL
 2 DISTRICT OF CALIFORNIA AND TO PLAINTIFF AND HIS COUNSEL OF
 3 RECORD:

4 PLEASE TAKE NOTICE that Defendant Wells Fargo Bank, NA ("WFB"
 5 and/or "Defendant") (erroneously sued as "Wells Fargo Bank") hereby removes
 6 the above-referenced action from the Superior Court of the State of California for
 7 the County of Los Angeles, to the United States District Court for the Central
 8 District of California, pursuant to 28 U.S.C. §§ 1441 and 1446, asserting original
 9 federal jurisdiction under 28 U.S.C. §§ 1332(d)(2) and 1348, and states that this
 10 Court has jurisdiction over the action pursuant to the Class Action Fairness Act of
 11 2005 ("CAFA") for the following reasons.

12 **BACKGROUND**

13 1. On or about January 7, 2011, Plaintiff Raymond Ray ("Plaintiff")
 14 filed a complaint against WFB in the Superior Court of the State of California for
 15 the County of Los Angeles, captioned *Raymond Ray, an individual and on behalf*
 16 *of all others similarly situated v. Wells Fargo Bank and DOES 1 through 50*
 17 *Inclusive*, Case Number BC 45274 (the "Complaint"). A true and correct copy of
 18 the Complaint and Notice of Case Assignment in this action are attached hereto as
 19 Exhibit A. A true and correct copy of the Summons in this action is attached
 20 hereto as Exhibit B.

21 2. The Complaint purports to assert three claims for relief stemming
 22 from Plaintiff's employment with WFB and WFB's alleged failure to comply with
 23 (as to Plaintiff and a purported class of similarly situated individuals)¹ the
 24 requirements set forth in California Labor Code §§ 226.7 and 512 (failure to
 25 provide meal and rest breaks), §§ 1194 and 500 *et seq.* (failure to pay overtime
 26 compensation), §§ 226, 1174 & 1175 (failure to provide accurate wage statements
 27

28 ¹ Defendant disputes, and reserves the right to contest at the appropriate time,
 Plaintiff's allegations that this action can properly proceed as a class action.

1 and maintain required records), § 1197 (failure to pay minimum wage), §§ 201-203
 2 (failure to pay wages upon termination), and Business & Professions Code
 3 §§ 17200, *et seq.* (unfair competition).

4 3. Plaintiff has filed this action as a putative class action. Plaintiff seeks
 5 to represent: "All California based Branch Managers who worked at any time
 6 during the four years preceding the filing of this Complaint up until the date of
 7 class certification for Defendants in the State of California."²

8 4. On or about February 14, 2011, counsel for WFB received Notice of
 9 Case Management Conference from the Superior Court. The Notice of Case
 10 Management Conference is attached hereto as Exhibit C.

11 5. On or about February 16, 2011, WFB filed its Answer to the
 12 Complaint in the Superior Court, County of Los Angeles. A true and correct copy
 13 of WFB's Answer to the Complaint, which was served on Plaintiff on February 16,
 14 2011, is attached hereto as Exhibit D.

15 **TIMELINESS OF REMOVAL**

16 6. WFB was served with the Summons and Complaint on January 19,
 17 2011. Thus, this Notice of Removal is timely as it is filed within thirty (30) days
 18 of service on WFB of the Summons and Complaint that revealed that this case was
 19 properly removable. 28 U.S.C. § 1446(b). *Murphy Bros., Inc. v. Michetti Pipe*
 20 *Stringing, Inc.*, 526 U.S. 344, 354 (1999).

21 **ORIGINAL JURISDICTION – CLASS ACTION FAIRNESS ACT**

22 7. The Court has original jurisdiction of this action under CAFA,
 23 codified in relevant part in 28 U.S.C. § 1332(d)(2). As set forth below, this action
 24 is properly removable, pursuant to the provisions of 28 U.S.C. §§ 1441(a) and
 25 1348, as the action (i) involves 100 or more putative class members; (ii) the
 26 amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and (iii)

27
 28 ² Complaint ¶ 12.

1 at least one member of the putative class is a citizen of a state different from that of
 2 at least one defendant.

3 DIVERSE CITIZENSHIP OF THE PARTIES

4 **Plaintiff Is A Citizen of California**

5 8. **Plaintiff's Citizenship.** The Plaintiff was at the time this action
 6 commenced and, based on information and belief, still is, a resident and citizen of
 7 the State of California. Residence is *prima facie* evidence of domicile. *See State*
 8 *Farm Mut. Auto Ins. Co. v. Dyer*, 19 F.3d 514, 520 (10th Cir. 1994).

9 **Defendant WFB Is Not A Citizen of California**

10 9. **Defendant WFB's Citizenship.** WFB is a federally chartered
 11 national banking association that is organized and exists under the National
 12 Banking Act, with its main office (as identified in its articles of association) in
 13 South Dakota.³ Thus, under 28 U.S.C. § 1332, Defendant is not a citizen of
 14 California, and is only a citizen of South Dakota. See 28 U.S.C. § 1348 ("All
 15 national banking associations shall, for the purposes of all other actions by or
 16 against them, be deemed citizens of the States in which they are respectively
 17 located."); *Wachovia Bank v. Schmidt*, 546 U.S. 303, 307 (2006) ("we hold that a
 18 national bank, for Section 1348 purposes, is a citizen of the State in which its main
 19 office, as set forth in its articles of association, is located"); *Wells Fargo Bank,*
 20 *N.A. v. WMR e-Pin, LLC, et.al.*, 2008 WL 5429134, *1 (unpub. op.) (D. Minn.
 21 2008) (holding under the Supreme Court's Wachovia Bank case that Wells Fargo
 22 Bank, N.A., as a national bank, is only a citizen of South Dakota and is not a
 23 citizen of California).

24 10. **Doe Defendants.** Pursuant to 28 U.S.C. § 1441(a), the residence of
 25 fictitious and unknown defendants should be disregarded for purposes of
 26 establishing removal jurisdiction under 28 U.S.C. § 1332. *Fristos v. Reynolds*
 27 *Metals Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980) (unnamed defendants are not

28 ³ See attached hereto, Declaration of Robert McDaniel ("McDaniel Dec."), ¶ 3.

1 required to join in a removal petition). Thus, the existence of Doe Defendants one
 2 through fifty, inclusive, does not deprive this Court of jurisdiction.

3 AMOUNT IN CONTROVERSY

4 11. The claims of the individual members in a class action are aggregated
 5 to determine if the amount in controversy exceeds the sum or value of \$5,000,000.
 6 28 U.S.C. § 1332(d)(6). In addition, Congress intended for federal jurisdiction to
 7 be appropriate under CAFA “if the value of the matter in litigation exceeds
 8 \$5,000,000 either from the viewpoint of the plaintiff or the viewpoint of the
 9 defendant, and regardless of the type of relief sought (e.g., damages, injunctive
 10 relief, or declaratory relief).” Senate Judiciary Committee Report, S. REP. 109-14,
 11 at 42. Moreover, the Senate Judiciary Committee’s Report on the final version of
 12 CAFA makes clear that any doubts regarding the maintenance of interstate class
 13 actions in state or federal court should be resolved in favor of federal jurisdiction.
 14 S. REP. 109-14, at 42-43 (“[I]f a federal court is uncertain about whether ‘all
 15 matters in controversy’ in a purported class action ‘do not in the aggregate exceed
 16 the sum or value of \$5,000,000, the court should err in favor of exercising
 17 jurisdiction over the case....’ Overall, new section 1332(d) is intended to expand
 18 substantially federal court jurisdiction over class actions. Its provisions should be
 19 read broadly, with a strong preference that interstate class actions should be heard
 20 in a federal court if properly removed by any defendant.”).

21 12. When the amount in controversy is not apparent from the face of the
 22 Complaint, a defendant may state underlying facts supporting its assertion that the
 23 amount controversy exceeds the jurisdictional threshold. *Gaus v. Miles, Inc.*, 980
 24 F.2d 564, 566-67 (9th Cir. 1992). The court may also consider facts in the removal
 25 petition, and may ‘require parties to submit summary-judgment type evidence
 26 relevant to the amount in controversy at the time of removal.’” *Id.* at 377; *See also*
 27 *Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2005). Affidavits can
 28

1 establish particular elements of damages. *Zacharia v. Harbor Island Spa, Inc.*, 684
2 F.2d 199, 202 (2d Cir. 1982).

3 13. Even if the affirmatively pled damages are claimed to be less than
4 \$5,000,000, removal may be upheld where the plaintiff's own compensatory
5 damages claims, along with attorneys fees, multiplied by the number of class
6 members, shows to a legal certainty that the amount in controversy exceeds
7 \$5,000,000.⁴ *Frederico v. Home Depot*, 507 F.3d 188, 195-97 (3rd Cir. 2007)
8 (where plaintiff expressly limits her claim below the jurisdictional amount, "the
9 proponent of jurisdiction must show, to a legal certainty, that the amount
10 controversy exceeds the statutory threshold"; multiplying named plaintiff's
11 damages by number of putative class members to determine that amount in
12 controversy exceeded \$5,000,000); *see also Lowermilk v. U.S. Bank National*
13 *Ass'n*, 479 F.3d 994 (9th Cir. 2007).

14 14. Under this approach, and assuming *arguendo* that Plaintiff obtains
15 class certification (which Defendant believes he will not), the alleged amount in
16 controversy in this class action exceeds, in the aggregate, \$5,000,000 to a legal
17 certainty. The Complaint alleges a putative class that consists of all store
18 managers employed in the state of California during the last four years preceding
19 the filing of the Complaint through the present. During the relevant statutory
20 period, WFB employed at least 656 store managers in California.⁵

21 15. Of those 656 plus store managers, approximately 79 store managers
22 were continuously employed as store managers in California during the entire 4-
23 year putative class period preceding the filing of the Complaint through January 7,
24 2011.⁶ Approximately 154 of the WFB store managers have been continuously

25 ⁴ In this case, Plaintiff's allegation on information and belief that the amount in
26 controversy does not exceed \$5,000,000, is plainly unsupported by a simple
27 application of the relevant data to the allegations Plaintiff makes in the Complaint.
Irrespective of the fact that Defendant denies any and all such liability, Plaintiff
alleges that such liability exists and that the class incurred such damages.

28 ⁵ *See* McDaniel Dec., ¶ 6.

⁶ *Id.*

1 employed by WFB as store managers in California during the period of January 7,
 2 2008, through January 7, 2011.⁷ Approximately 332 of the WFB store managers
 3 have been continuously employed by WFB as store managers in California during
 4 the period of January 7, 2010, through January 7, 2011.⁸ Approximately 356 WFB
 5 store managers employed in California either resigned, retired, or were terminated
 6 during the period of January 7, 2008, through December 7, 2010.⁹

7 16. The Complaint seeks to recover for alleged unpaid wages for failure
 8 to provide meal and rest periods and for failure to pay overtime wages, penalties,
 9 injunctive relief, restitution and disgorgement of all sums obtained through alleged
 10 unfair business practices, and attorneys' fees and costs.¹⁰ Plaintiff specifically
 11 seeks restitution for all wages and other monies allegedly withheld from him (and
 12 other store managers) based on a purported failure to provide them with overtime
 13 and meal and rest periods.¹¹ Plaintiff's overtime claim extends back four years
 14 from the filing of the Complaint, and his meal and rest break claims extend back
 15 three years from the filing of the Complaint.¹² Plaintiff alleges no cap on the
 16 amount of damages he is seeking pursuant to his individual and class claims.¹³ As
 17 set forth below, in light of the Plaintiff's class-wide allegations, the amount in
 18 controversy easily exceeds \$5,000,000.

19 **All calculations supporting the amount in controversy are based on the**
 20 **Complaint's allegations (along with other documents as identified herein),**
 21
 22

23 ⁷ *Id.*

⁸ *Id.*

⁹ See McDaniel Dec., ¶ 7.

¹⁰ Complaint ¶¶ 11, 12d, 27, 28, 32; Prayer for Relief, pp. 15-16 (parts 1-6).

¹¹ Complaint, Prayer for Relief, pp. 15-16 (parts 2b, 3a, 3c).

¹² The statute of limitations for Plaintiff's overtime claim is based on the four-year statute of limitations period adopted by California's "unfair competition law," codified as Business and Professions Code § 17200 et seq. The unfair competition law "borrows" violations of other laws and makes those unlawful practices actionable under the unfair competition law. *Lazar v. Hertz Corp.*, 69 Cal. App. 4th 1494, 1505 (1999).

¹³ Complaint ¶¶ 12a-12d; Prayer for Relief, pp. 15-16 (parts 1-6).

1 assuming, without any admission, the truth of the facts alleged and assuming
2 liability is established.

3 17. **Unpaid Meal/Rest Break Compensation.** Plaintiff seeks recovery
4 on behalf of himself and the putative class members for alleged (1) failure to
5 provide meal periods, and (2) failure to provide rest breaks. Pursuant to California
6 Labor Code § 226.7, the money owed for a meal period or rest break that is not
7 provided as required by the applicable California Wage Order is one hour of an
8 aggrieved employee's pay for each day that a meal period is not provided and one
9 hour of pay per day for each day that a rest break is not provided. Based on the
10 allegations that Plaintiff and members of the putative class were "systematically"
11 deprived of state-mandated meal and rest breaks during the class period¹⁴ and then
12 assuming only one violation per week (meal or rest) during a three-year period, the
13 total amount in controversy based on these claims alone would be (154 store
14 managers continuously employed throughout the 3-year class period preceding the
15 filing of the Complaint — January 7, 2008 through January 7, 2011) × (3 years of
16 class period) × (50 workweeks/year) × (\$34.28 median hourly rate of the putative
17 class members during the putative class period¹⁵) = **\$791,868.**¹⁶

18 18. **Overtime Compensation.** Plaintiff separately alleges that he and
19 putative class members were misclassified as exempt from California's overtime
20 requirement and were regularly scheduled as to work and in fact worked in excess
21 of eight hours per workday and/or in excess of forty hours per workweek without
22 receiving overtime compensation.¹⁷ Plaintiff specifically alleges that Defendant
23 has a "regular business custom and practice of requiring *substantial* overtime
24

¹⁴ Complaint ¶ 3.

¹⁵ The median annual salary of current store managers is \$71,302.56. See McDaniel Dec., ¶ 8. Plaintiff earns an annual salary of \$73,000. Taking the median annual salary figure of \$71,302.56, the median hourly rate for store managers employed in California is \$34.28 (the quotient of \$71,302.56 divided by 52 weeks per year divided by 40 hours per week).

¹⁶ See McDaniel Dec., ¶¶ 6, 8.

¹⁷ Complaint ¶ 11.

work,”¹⁸ that “[s]tatistically, *one hundred percent* of the class members were paid on a salary basis with no overtime compensation,”¹⁹ and that he and members of the putative class “*routinely*” work in excess of forty hours per week and/or eight hours per day.²⁰ (Emphases added).

19. Taking into account, Plaintiff’s class wide allegations that WFB routinely required all bank branch managers to work substantial overtime, and using a conservative estimate of one hour of alleged unpaid overtime compensation per week, the amount in controversy based on this claim would be the sum of (79 store managers continuously employed throughout the 4-year class period preceding the filing of the Complaint — from January 7, 2007 through January 7, 2011) × (4 years of class period) × (50 workweeks/year) × (one overtime hour per week) × (\$34.28 median hourly rate for store managers) × (1.5 overtime premium multiplier) = **\$812,436.00**.²¹

20. **Waiting-Time Penalties.** Plaintiff also seeks to recover penalties for alleged violations of California Labor Code § 203, for failure to pay former employees all wages due and payable at the time of termination of employment. If Plaintiff prevails on this claim on a class-wide basis, each class member whose employment was terminated during the class period could be entitled to up to 30 days’ wages. From January 7, 2008 through December 7, 2010, 356 store managers in California have quit, retired, or been terminated.²² Assuming that these store managers who quit, retired, or were terminated would be entitled to eight hours of pay for 30 days in penalties, then potential exposure for the waiting time penalties amounts to (\$34.28 median hourly rate for store managers) × (8

¹⁸ Complaint ¶ 14.

¹⁹ Complaint ¶ 12a.

²⁰ Complaint ¶ 12c.

²¹ See McDaniel Dec., ¶ 6.

²² See McDaniel Dec., ¶ 7.

1 hours per day) \times (30 days) \times (356 store managers who quit, retired, or were
 2 terminated) = \$2,928,883.20.²³

3 **21. Wage Statement Penalties.** Plaintiff also seeks to recover penalties
 4 on behalf of himself and the putative class members for alleged violations of
 5 California Labor Code § 226, for failure to provide accurate wage statements that
 6 comply with the requirements of California law. The statute of limitations for
 7 recovery of penalties under Labor Code §226 is one year. Cal. Civ. Proc. Code
 8 §340(a).

9 **22.** Courts have assumed a 100% violation rate in calculating the amount
 10 in controversy for removal purposes when the complaint does not allege a more
 11 precise calculation. See, e.g., *Coleman v. Estes Express Lines, Inc.*, 2010 U.S.
 12 Dist. LEXIS 79772 at *18-19 (C.D. Cal. 2010) (“Plaintiff included no limitation on
 13 the number of violations, and, taking his complaint as true, Defendants could
 14 properly calculate the amount in controversy based on a 100% violation rate”);
 15 *Muniz v. Pilot Travel Centers LLC*, 2007 U.S. Dist. LEXIS 31515 at *11-13 (E.D.
 16 Cal. 2007) (concluding that plaintiff was the “master of [her] claims, and if she
 17 wanted to avoid removal, she could have alleged facts specific to her claims which
 18 would narrow the scope of the putative class or the damages sought.” *Id.* at 13).

19 **23.** Based on Cal. Labor Code §226(e), which provides that damages are
 20 the greater of all actual damages or \$50 for the first violation and \$100 for every
 21 violation thereafter, per employee, up to \$4,000. Should Plaintiff prevail on this
 22 claim on a class-wide basis, each class member could be entitled to penalties of up
 23 to a statutory maximum of \$4,000. Thus, the total potential amount in controversy
 24 regarding these penalties would be (((\$4,000 maximum statutory penalty) \times (332
 25 store managers continuously employed throughout the 1-year class period
 26
 27

28 ²³ See *McDaniel Dec.*, ¶ 7, 8.

1 preceding the filing of the Complaint — from January 7, 2010 through January 7,
2 2011)) = **\$1,328,000.**²⁴

3 24. Thus the total amount in controversy based on the allegations
4 concerning unpaid overtime wages, unpaid meal and rest break premiums, and
5 waiting time penalties alone, using these conservative estimates, is at least
6 **\$5,861,187.20** well exceeding the jurisdictional threshold of \$5,000.000.

7 25. **Attorneys' Fees:** The Complaint also alleges that putative class
8 members are entitled to recover attorneys' fees. Requests for attorneys' fees must
9 be taken into account in ascertaining the amount in controversy. *Galt G/S v. JSS*
10 *Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998) (claims for statutory attorneys'
11 fees are to be included in amount in controversy, regardless of whether award is
12 discretionary or mandatory). Attorneys' fees may be awarded based on the
13 lodestar method (calculated by applying counsel's hourly rates to the time spent
14 and a risk multiplier where appropriate). *Staton v. Boeing Co.*, 327 F. 3d 938, 968
15 (9th Cir. 2003). Alternatively, the court may simply award counsel a percentage of
16 the fund recovered. *Hanlon v. Chrysler Corp.*, 150 F. 3d 1011, 1029 (9th Cir.
17 1998). The Ninth Circuit has established a benchmark of 25% of the recovery,
18 which may be adjusted or replaced by a lodestar calculation "when specific
19 circumstances indicate that the percentage recovery would be either too small or
20 too large in light of the hours devoted to the case or other relevant factors." *Six (6)*
21 *Mexican Workers v. Arizona Citrus Growers*, 904 F. 2d 1301, 1311 (9th Cir.
22 1990); *see also Muniz v. Pilot Travel Centers, LLC*, 2007 WL 1302504 * 4, fn 8
23 (E.D. Cal. May 1, 2007) (in California, where wage and hour class actions have
24 settled prior to trial an attorneys' fee award is typically 25% of their own damages
25 award). Given the allegations contained on the face of Plaintiff's Complaint, an
26 award of attorney's fees equal to 25% of the total alleged damages would equal
27 **\$1,465,296.80** ((.25) × (\$5,861,187)).

28 ²⁴ See McDaniel Dec., ¶ 7, 8.

1 of them have been properly served or have voluntarily appeared in this action.
 2 However, pursuant to CAFA, Defendant need not obtain the consent of any other
 3 defendant to remove this action. 28 U.S.C. § 1453(b); *see also Emrich v. Touche*
 4 *Ross & Co.*, 846 F.2d 1190 n.1 (9th Cir. 1988) (unknown defendants need not join
 5 in removal). Further, under CAFA, WFB may remove the entire lawsuit without
 6 the joinder of any other defendants. *Abrego Abrego v. The Dow Chemical Co.*,
 7 443 F.3d 676, 681 (9th Cir. 2006) (any defendant may remove a class action
 8 without the consent or joinder of any other defendants); *United Steel, Paper &*
 9 *Forestry, Rubber Manufacturing Energy, Allied Industrial & Service Workers*
 10 *International Union, AFL-CIO, CLC v. Shell Oil Co.*, 549 F.3d 1204, 1208-09 (9th
 11 Cir. 2008) (under CAFA, one defendant may remove entire case without joinder of
 12 other defendants).

13 WHEREFORE, WFB prays that the above action pending before the
 14 Superior Court of the State of California for the County of Los Angeles be
 15 removed to the United States District Court for the Central District of California.

16
 17
 18 Dated: February 17, 2011

Respectfully submitted,

19 SEYFARTH SHAW LLP

20
 21 By



 Christian J. Rowley
 Jill A. Porcaro
 Candace S. Bertoldi
 Attorneys for Defendant
 WELLS FARGO BANK, NA
 (erroneously sued as Wells Fargo Bank)

EXHIBIT A

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JAN 07 2011

John A. Chitt, Executive Officer/Clerk
BY [Signature] Deputy
Shanya Wesley

8 Attorneys for Plaintiff

9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF LOS ANGELES**

11 **RAYMOND RAY, an individual**
12 **and on behalf of all others similarly**
13 **situated,**

NO.

BC 452740

CLASS ACTION

14 **Plaintiff,**

COMPLAINT

15 **vs.**

16 **WELLS FARGO BANK**
17 **and DOES 1 through 50 inclusive,**

1. Violation of Labor Code;
2. Violation of B & P § 17200, et seq;
4. Failure to Make Payments Within the Required Time

18 **Defendants.**
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28

FIRST CAUSE OF ACTION

COMES NOW, Plaintiff, Raymond Ray (hereinafter "Plaintiff") an individual over the age of eighteen (18), and brings this challenge to Defendants' lucrative, repressive and unlawful business practices on behalf of himself and a class of all others similarly situated and for a Cause of Action against Defendants, WELLS FARGO BANK and DOES 1-50, inclusive, (hereinafter Defendants) and each of them, alleges as follows:

THE PARTIES, JURISDICTION AND VENUE

1.

This class action is brought pursuant to §382 of the California Code of Civil Procedure. The claims of individual class members, including Plaintiff, are under the \$75,000 jurisdictional threshold for federal court. For example, a class member who was or has been employed for a relatively brief period could never reasonably be expected to receive a recovery of \$75,000 or more. The total damages for the entire case does not exceed \$5,000,000.00. In addition, there is no federal question at issue, as all the issues related to payment wages alleged herein are based solely on California law and statutes, including the Labor Code, Civil Code, Code of Civil Procedure, and Business and Professions Code.

2.

Plaintiff was employed in California as a Branch Manager and has worked for Defendants within four years prior to the filing of this Complaint.

3.

Plaintiff brings this action against Defendants for engaging in a uniform policy and systematic scheme of wage abuse against their salary paid employees in California. This scheme involved, inter alia, misclassifying the Branch Managers as "exempt" managerial/executive

1 employees for purposes of the payment of overtime compensation when, in fact, they were "non-
2 exempt" non-managerial employees according to California law. Further, Defendants denied the
3 Branch Managers mandated meal and rest breaks under California law. As a result of Defendant's
4 systematic and clandestine scheme the salaried branch managers throughout California were not
5 paid all wages owed and were deprived of mandated meal periods and rest breaks. Accordingly,
6 Defendants have violated California common and statutory laws as described more particularly
7 below.
8

9
10 4.

11 Defendants own/owned and operate/operated an industry, business and establishment
12 within the State of California, including Los Angeles County, for the purpose of operating
13 consumer/business banking branches, including making and collecting on loans to customers
14 under the name of WELLS FARGO BANK. As such, and based upon all the facts and
15 circumstances incident to Defendants' business in California, Defendants are subject to California
16 Labor Code Sections 1194, et seq., 500, et seq., California Business and Professions Code Section
17 17200, et seq., (Unfair Practices Act) and the applicable wage order(s) issued by the Industrial
18 Welfare Commission. At least some of the acts complained of herein occurred in Los Angeles
19 County as Defendants do business in the Los Angeles County area. Plaintiff is informed and
20 believes and thereon alleges that at all times herein mentioned Defendants are and were
21 corporations licensed to do business and actually doing business in the State of California.
22

23 5.

24 At all times herein mentioned Plaintiff and the class identified herein worked for
25 Defendants as Branch Managers at WELLS FARGO BANK. These positions are not positions,
26 which involve work falling within any exception to the above-referenced Labor Code sections, the
27
28

1 Unfair Practices Act and/or California Industrial Welfare Commission orders applicable to
2 Defendants' business.
3

4 6.

5 Plaintiff does not know the true names or capacities, whether individual, partner or
6 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
7 said Defendants are sued under such fictitious names, and Plaintiff prays leave to amend this
8 complaint when the true names and capacities are known. Plaintiff is informed and believes and
9 thereon alleges that each of said fictitious Defendants was responsible in some way for the matters
10 alleged herein and proximately caused Plaintiff and members of the class to be subject to the
11 illegal employment practices, wrongs and injuries complained of herein.
12

13 7.

14 At all times herein mentioned, each of said Defendants participated in the doing of the acts
15 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
16 and each of them, were the agents, servants and employees of each of the other Defendants, as well
17 as the agents of all Defendants, and at all times herein mentioned, were acting within the course
18 and scope of said agency and employment.
19

20 8.

21 At all times herein mentioned, Defendants; and each of them, were members of, and
22 engaged in, a joint venture, partnership and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership and common enterprise.
24

25 9.

26 At all times herein mentioned, the acts and omissions of various Defendants, and each of
27 them, concurred and contributed to the various acts and omissions of each and all of the other
28 Defendants in proximately causing the injuries and damages as herein alleged.

10.

At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in proximately causing the damages as herein alleged. Further, at all times mentioned herein, the wage and hour related compensation policies of Defendants' branches in California are and were dictated by, controlled by, and ratified by the Defendants herein and each of them.

FACTUAL ALLEGATIONS

11.

Plaintiff and all members of the class identified herein were regularly scheduled as a matter of uniform company policy to work and in fact worked as Branch Managers in excess of eight hours per workday and/or in excess of forty hours per workweek without receiving straight time or overtime compensation for such overtime hours worked in violation of California Labor Code Section 1194 and the applicable California Industrial Welfare Commission wage order(s). Plaintiff and the other members of the class were improperly and illegally mis-classified by Defendants as "exempt" managerial employees when, in fact, they were "non-exempt" non-managerial employees according to California law. Plaintiff and the other members of the class have the right to be compensated by Defendants at the appropriate compensatory wage rate for said work heretofore performed, consisting of the straight time rate plus the appropriate overtime premium as mandated by California law. Furthermore, Defendants failed to provide the Plaintiff and class members the required rest and meal periods during the relevant time period as required under the IWC Wage Orders and thus are entitled to any and all applicable penalties.

///

12.

This complaint is brought by Plaintiff pursuant to California Code of Civil Procedure section 382 on behalf of a class. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized under California law. The class is comprised of, and defined as:

All California based Branch Managers who worked at any time during the four years preceding the filing of this Complaint up until the date of class certification for Defendants in the State of California.

The members of the class are so numerous that joinder of all members would be impractical, if not impossible. The members of the class are readily ascertainable by a review of Defendants' records. Further, the subject matter of this action both as to factual matters and as to matters of law, are such that there are questions of law and fact common to the class which predominate over questions affecting only individual members including, among other things, the following:

a. Statistically, one hundred percent of the class members were paid on a salary basis with no overtime compensation paid for work accomplished in excess of forty hours per week, or eight hours per day. Plaintiff is informed and believes and based thereon alleges that all class members failed to meet the exemption requirements of California law. Thus, Plaintiff and the class members were not exempt from the overtime requirements of California law for that reason;

b. Defendants uniformly administered a corporate policy concerning both staffing levels at their branches and duties and responsibilities of the class members, which brought them outside of any of the applicable exemption for overtime under California law.

c. The duties and responsibilities of the Branch Managers at the Defendants' branch locations were virtually identical from region to region, district to district, employee to employee. Further, any variations in job activities between the different individuals in these positions are legally insignificant to the issues presented by this action since the central facts remain, to wit: whether the factors for overtime exemption were met. Further, these employees did not regularly

1 exercise discretion and independent judgment; these employees' work routinely included work in
 2 excess of 40 hours per week and/or 8 hours per day and they were not, and have never been, paid
 3 overtime compensation for their work. Furthermore, Defendants failed to provide Plaintiff and
 4 class members the required "off duty" rest and meal periods during the relevant time period as
 5 required under the IWC Wage Orders and the California Labor code.
 6

7 d. Members of the class identified herein were discharged by Defendants or
 8 voluntarily quit, and did not have a written contract for employment. The Defendants, in violation
 9 of California Labor Code Sections 201, and 202, et seq., respectively, had a consistent and uniform
 10 policy, practice and procedure of willfully failing to pay the earned and unpaid wages of all such
 11 former employees. The Defendants have willfully failed to pay the earned and unpaid wages of
 12 such individuals, including, but not limited to, regular time, overtime, and other wages earned and
 13 remaining uncompensated according to amendment, or proof.
 14

15 13.

16 As a pattern and practice, also in violation of the aforementioned labor laws and wage
 17 orders, Defendants did not maintain any records pertaining to when Branch Managers began and
 18 ended each work period, meal period, the total daily hours worked, and the total hours worked per
 19 pay period and applicable rates of pay.
 20

21 14.

22 There are predominant common questions of law and fact and a community of interest
 23 amongst Plaintiff and the claims of the absent class members concerning whether Defendants'
 24 regular business custom and practice of requiring substantial "overtime" work and not paying for
 25 said work according to the overtime mandates of California law is, and at all times herein
 26 mentioned was, in violation of California Labor Code Sections 1194 and 500, et seq., the Unfair
 27 Practices Act and the applicable California Industrial Welfare Commission wage orders.
 28

1
2 Defendants' employment policies and practices wrongfully and illegally failed to compensate
3 Branch Managers for substantial overtime compensation earned as required by California law. For
4 instance, questions of fact and/or law common to the members of the aforesaid class -- which
5 predominate over any questions which may affect only individual members -- are:

6 i. Whether Defendants' California based Branch Managers were classified as
7 "exempt" in violation of California law;

8 ii. Whether Defendants uniformly failed to pay overtime wages to its Branch
9 Managers by virtue of Defendants' unlawful class wide designation of such employees as
10 "exempt" in violation of California law;

11 iii. Whether Plaintiff and the class could waive the wage and hour laws
12 designed for their benefit under California law and whether such waivers were voluntary, knowing
13 and valid;

14 iv. Whether Defendants' conduct constituted an illegal, or unfair, business
15 practice in violation of California law;

16 v. Whether Plaintiff and the class are entitled to compensatory damages
17 pursuant to the California Labor Code;

18 vi. Whether Plaintiff and the class are entitled to injunctive relief, including
19 restitution and/or disgorgement of profits pursuant to California law.

20 vii. What is the correct computation formula for the payment of overtime in
21 California?

22 viii. What work is customarily and regularly accomplished by class members in
23 Defendants' -- and what category (exempt or non-exempt) does that work properly fall into?

24 ix. What are the realistic requirements of the Branch Manager positions?
25
26
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28

x. What are the expectations of Defendants vis-à-vis the class members' job performance?

xi. Who has the burden of proof on the exemption issue?

xii. Can defendant rely on the "sole charge" or "primary duty" exemption standards applicable under federal law, or must Defendants comply with California's more strict quantitative exemption standards?

xiii. Whether Defendants failed to provide Plaintiff and class members rest and meal breaks in violation of California Labor Code and applicable IWC wage orders;

15.

The claims of Plaintiff are typical of the claims of all members of the class. Plaintiff, as a representative party, will fairly and adequately protect the interests of the class by vigorously pursuing this suit through attorneys who are skilled and experienced in handling civil litigation of this type.

16.

The California Labor Code, IWC Wage Orders and Cal. Business and Professions Code provisions upon which Plaintiff asserts these claims are broadly remedial in nature. These laws and labor standards serve an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the class identified herein make the class action format a particularly efficient and appropriate procedure to redress the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable advantage since it would be able to exploit

1 and overwhelm the limited resources of each individual Plaintiff with its vastly superior financial
2 and legal resources. Requiring each class member to pursue an individual remedy would also
3 discourage the assertion of lawful claims by employees who would be disinclined to file an action
4 against their former employer for real and justifiable fear of retaliation and permanent damage to
5 their careers at subsequent employment.
6

7
8 17.

9 The prosecution of separate actions by the individual class members, even if possible,
10 would create a substantial risk of (1) inconsistent or varying adjudications with respect to
11 individual class members against the Defendants and which would establish potentially
12 incompatible standards of conduct for the Defendants, and/or (2) adjudications with respect to
13 individual class members which would, as a practical matter, be dispositive of the interests of the
14 other class members not parties to the adjudications or which would substantially impair or impede
15 the ability of the class members to protect their interests. Further, the claims of the individual
16 members of the class are not sufficiently large to warrant vigorous individual prosecution
17 considering all of the concomitant costs and expenses.
18

19 18.

20 Such a pattern, practice and uniform administration of corporate policy regarding illegal
21 employee compensation, as described herein, is unlawful and creates an entitlement to recovery by
22 the Plaintiff and the class identified herein, in a civil action, for the unpaid balance of the full
23 amount of the straight time compensation and overtime premiums owing, including interest
24 thereon, willful penalties, reasonable attorneys fees, and costs of suit according to the mandate of
25 California Labor Code Section 1194, et seq.
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19.

Proof of a common business practice or factual pattern, of which the named Plaintiffs' experiences are representative, will establish the right of each of the members of the Plaintiff class to recovery on the causes of action alleged herein.

20.

The Plaintiff class is entitled in common to a specific fund with respect to the overtime compensation monies illegally and unfairly retained by Defendants. The Plaintiff class is entitled in common to restitution and disgorgement of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

WHEREFORE, Plaintiff on his own behalf and on behalf of the members of the class, prays for judgment as hereinafter set forth.

SECOND CAUSE OF ACTION

COMES NOW, Plaintiff, individually and on behalf of both the class and as a second, separate and distinct cause of action against Defendants, and each of them, alleges as follows:

21.

Plaintiff herein repeats and re-alleges as though fully set forth at length each and every paragraph of this Complaint, excepting those paragraphs which are inconsistent with this cause of action for relief regarding Defendants' violations of Business and Professions Code 17200 et seq. (Unfair Practices Act).

22.

Defendants, and each of them, have engaged in unfair business practices in California by practicing, employing and utilizing the employment practices outlined in the preceding and subsequent paragraphs, to wit, by requiring their Branch Managers to perform the labor services

1 complained of herein without overtime compensation and failing to provide, authorize, and/or
 2 permit meal and rest periods as required by the California Labor Code. Defendants' utilization of
 3 such unfair business practices constitutes unfair competition and provides an unfair advantage over
 4 Defendants' competitors. Plaintiff – and members of the class – seek full restitution and
 5 disgorgement of monies, as necessary and according to proof, to restore any and all monies
 6 withheld, acquired and/or converted by the Defendants by means of the unfair practices
 7 complained of herein. Plaintiff seeks, on his own behalf and on behalf of the class, the
 8 appointment of a receiver, as necessary. The acts complained of herein occurred, at least in part,
 9 within the last four (4) years preceding the filing of the original complaint in this action.
 10

11
 12 23.

13 Plaintiff specifically alleges the following violations of the Business and Professions Code.
 14 Cal. Lab. Code §226.7(a) provides, "No employer shall require any employee to work during any
 15 meal or rest period mandated by an applicable order of the Industrial Welfare Commission."
 16

17 24.

18 Industrial Welfare Commission Order No. 7-2001(11)(c) provides in relevant part, "Unless
 19 the employee is relieved of all duty during a 30 minute meal period, the meal period shall be
 20 considered an 'on duty' meal period and counted as time worked."
 21

22 25.

23 Industrial Welfare Commission Order No. 7-2001 (12)(A) authorizes employees to take
 24 rest periods based on the total hours worked daily at the rate of ten minutes rest per four hours or
 25 major fraction thereof.
 26

27 26.

28 Cal. Lab. Code Section 512, which provides in relevant part:

Meal periods

1
2 An employer may not employ an employee for a work period of more
3 than five hours per day without providing the employee with a meal
4 period of not less than 30 minutes, except that if the total work period
5 per day of the employee is no more than six hours, the meal period may
6 be waived by mutual consent of both the employer and employee. An
7 employer may not employ an employee for a work period of more than
8 10 hours per day without providing the employee with a second meal
9 period of not less than 30 minutes, except that if the total hours worked
10 is no more than 12 hours, the second meal period may be waived by
11 mutual consent of the employer and the employee only if the first meal
12 period was not waived.
13

14 27.

15 As alleged herein, Defendants routinely interrupted and/or failed to permit, authorize
16 and/or provide Plaintiff's and Class members' meal and rest breaks. By these actions, Defendants
17 violated Cal. Lab. Code §226.7(a) and as a result, such violations constitutes an unfair business
18 practice.
19

20 28.

21 Plaintiff, and all persons similarly situated, are further entitled to and do seek a both a
22 declaration that the above-described business practices are unfair, unlawful and/or fraudulent and
23 injunctive relief restraining Defendants from engaging in any of such business practices in the
24 future. Such misconduct by Defendants, unless and until enjoined and restrained by order of this
25 Court, will cause great and irreparable injury to all members of the class in that the Defendants
26 will continue to violate these California laws, represented by labor statutes and IWC Wage Orders,
27 unless specifically ordered to comply with same. This expectation of future violations will require
28 current and future employees to repeatedly and continuously seek legal redress in order to gain
compensation to which they are entitled under California law. Plaintiff has no other adequate
remedy at law to insure future compliance with the California labor laws and wage orders alleged
to have been violated herein.

THIRD CAUSE OF ACTION
(Failure to Make Payment Within the Required Time: California
Labor Code Sections 201, 202, 203, 226)

COMES NOW, Plaintiff, individually and on behalf of both the class and as a second, separate and distinct cause of action against Defendants, and each of them, alleges as follows:

29.

Plaintiff re-alleges and incorporates by reference each and every allegation set forth in the preceding paragraphs.

30.

California Labor Code Section 201 provides in relevant part, "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

31.

California Labor Code Section 202 provides in relevant part, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

32.

As alleged herein, Defendants failed to pay earned wages to Plaintiff and the Class who are former employees of Defendants at the time they became due and payable. Thus, Defendants violated Cal. Labor Code Sections 201 and 202. Accordingly, Plaintiff seeks recovery of waiting time penalties as provided under Labor Code Section 203.

WHEREFORE, Plaintiff on his own behalf and on behalf of the members of the class prays for judgment as follows:

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1. Determining that this action may proceed and be maintained as a class action;
2. For the First Cause of Action:
 - a. A declaratory judgment that Defendants have violated Labor Code Sections 1194, 1194.2 and 1197;
 - b. An award to Plaintiff and the Classes of damages for the balance of unpaid compensation, including interest thereon, and penalties subject to proof;
 - c. An award to Plaintiff and the Classes of reasonable attorneys' fees and costs pursuant to Labor Code Section 1194;
 - d. Pursuant to Labor Code Section 218.6, an award of all accrued interest from the date that the wages were due and payable at the interest rate specified in subdivision (b) or Section 3289 of the Civil Code; and
3. For the Second Cause of Action:
 - a. Ordering Defendants, their agents, servants and employees, and all persons acting, directly or indirectly, in concert with them, to restore and disgorge all funds to each member of the Class acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and therefore constitute unfair competition under Section 17200 *et. seq.* of the Business and Professions Code, and specifically including Plaintiff and the putative class members' claims for meal and rest period violations;
 - b. For injunctive relief pursuant to Business and Professions Code Section 17203, consisting of *inter alia*: (1) a declaration that Defendants have engaged in unlawful and unfair and fraudulent business acts and practices in violation of California Business and Professions Code Section 17200 *et. seq.*; (2) a preliminary and/or permanent injunction enjoining Defendants and their respective successors, agents, servants, officers, directors, employees and all persons acting in concert with them from pursuing the policies, acts and practices complained of herein and prohibiting Defendants from continuing such acts of unfair and illegal business acts and practices; and
 - c. Restitution, including, but not limited to, the relief permitted by the California IWC Order Nos. 7-1997 through 7-2001 *et. seq.*
4. For the Third Cause of Action:
 - a. A declaratory judgment that Defendants have violated Labor Code Sections 201 and 202;

b. An award to Plaintiff and the Classes who are former employees of continuing wages as a penalty from the due date thereof at the same rate until paid or until this action was commenced; but for no more than 30 days;


c. Pursuant to Labor Code Section 226, an award to Plaintiffs and the Class of actual damages as well as an award of costs and reasonable attorneys' fee; and

5. Awarding Plaintiffs and the Class their attorneys' fees and costs of suit to the extent permitted by law; and

6. All other relief as this Court may deem proper.

DATED: January 5, 2011

RIGHETTI - GLUGOSKI, P.C.


John Glugoski
Counsel for Plaintiff
and the Class

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE
Case Number _____

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

BC 452740

Your case is assigned for all purposes to the judicial officer indicated below (Local Rule 7.30). There is additional information on the reverse side of this form.

ASSIGNED JUDGE	DEPT	ROOM	ASSIGNED JUDGE	DEPT	ROOM
Hon. Carolyn B. Kuhl	1	534	Hon. Holly E. Kendig	42	416
Hon. J. Stephen Czuleger	3	224	Hon. Mel Red Recana	45	529
Hon. Luis A. Lavin	13	630	Hon. Debra Katz Weintraub	47	507
Hon. Terry A. Green	14	300	Hon. Elizabeth Allen White	48	506
Hon. Richard Fruin	15	307	Hon. Deirdre Hill	49	509
Hon. Rita Miller	16	306	Hon. John Shepard Wiley Jr.	50	508
Hon. Richard E. Rico	17	309	Hon. Abraham Khan	51	511
Hon. Rex Heeseaman	19	311	Hon. Susan Bryant-Deason	52	510
Hon. Kevin C. Brazile	20	310	Hon. John P. Shook	53	513
Hon. Zaven V. Sinanian	23	315	Hon. Ernest M. Hiroshige	54	512
Hon. Robert L. Hess	24	314	Hon. Malcolm H. Mackey	55	515
Hon. Mary Ann Murphy	25	317	Hon. Michael Johnson	56	514
Hon. James R. Dunn	26	316	Hon. Ralph W. Dau	57	517
Hon. Yvette M. Palazuelos	28	318	Hon. Rolf M. Treu	58	516
Hon. John A. Kronstadt	30	400	Hon. David L. Minning	61	632
Hon. Alan S. Rosenfield	31	407	Hon. Michael L. Stern	62	600
Hon. Mary H. Strobel	32	406	Hon. Kenneth R. Freeman	64	601
Hon. Charles F. Palmer	33	409	Hon. Mark Mooney	68	617
Hon. Amy D. Hogue	34	408	Hon. Ramona See	69	621
Hon. Daniel Buckley	35	411	Hon. Soussan G. Bruguera	71	729
Hon. Gregory Alarcon	36	410	Hon. Ruth Ann Kwan	72	731
Hon. Joanne O'Donnell	37	413	Hon. Teresa Sanchez-Gordon	74	735
Hon. Maureen Duffy-Lewis	38	412	Hon. William F. Fahey	78	730
Hon. Michael C. Solner	39	415	Hon. Emilie H. Elias*	324	CCW
Hon. Michelle R. Rosenblatt	40	414	other		
Hon. Ronald M. Sohigian	41	417			

***Class Actions**

All class actions are initially assigned to Judge Emilie H. Elias in Department 324 of the Central Civil West Courthouse (600 S. Commonwealth Ave., Los Angeles 90005). This assignment is for the purpose of assessing whether or not the case is complex within the meaning of California Rules of Court, rule 3.400. Depending on the Outcome of that assessment, the class action case may be reassigned to one of the judges of the Complex Litigation Program or reassigned randomly to a court in the Central District.

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____ JOHN A. CLARKE, Executive Officer/Clerk

By _____, Deputy Clerk
Page 1 of 2

EXHIBIT B

COPY

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):****WELLS FARGO BANK
and DOES 1 through 50 inclusive, Defendants.****YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):****RAYMOND RAY, an individual
and on behalf of all others similarly situated, Plaintiff.**FOR COURT USE ONLY
CONFORMED COPY
ORIGINAL FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

JAN 07 2011

John A. [Signature] Executive Officer/Clerk
BY [Signature] Deputy
Shaunya Wesley**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Los Angeles County Superior Court

Stanley Mosk Courthouse

111 North Hill Street, Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

John Glugoski, Righetti Glugoski, P.C., 456 Montgomery Ave #1400, San Francisco, CA 94104

CASE NUMBER
(Número de Caso) **EC 452740**

DATE:

(Fecha)

JAN 07 2011

Clerk, by
(Secretario)

Shaunya Wesley

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons. (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): Wells Fargo Bank

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
- ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

- ☐ by personal delivery on (date):

EXHIBIT C

NOTICE SENT TO:

Righetti, Matthew, Esq.
 Righetti Glugoski, P.C.
 456 Montgomery Street, Suite 1400
 San Francisco, CA 94104

CONFORMED COPY
 ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

FEB 07 2011

John A. Clarke, Executive Officer/Clerk
 By C. Randle, Deputy
 CYNTHIA RANDLE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

RAYMOND RAY

Plaintiff(s),

VS.

WELLS FARGO BANK

Defendant(s).

CASE NUMBER

BC452740

NOTICE OF CASE
MANAGEMENT CONFERENCE

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled for March 18, 2011 at 9:30 am in Dept. 71
 at 111 North Hill Street, Los Angeles, California 90012.

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least **15 calendar days** prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, section 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions pursuant to LASC Local Rule 7.13, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code Section 68608 (b), and California Rules of Court 2.2 et seq.

Date: February 7, 2011

Soussan G. Bruguera

Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named above:

[] by depositing in the United States mail at the courthouse in Los Angeles, California, one copy of the original filed herein in a separate sealed envelope to each address as shown above with postage thereon fully prepaid.

[] by personally giving the party notice upon filing the complaint.

Date: February 7, 2011

John A. Clarke, Executive Officer/Clerk

C. Randle

by _____, Deputy Clerk

PROOF OF SERVICE
STATE OF CALIFORNIA

I am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the action. My business address is Righetti · Glugoski, P.C., 456 Montgomery Street, Suite 1400, San Francisco, California, 94104.

On Tuesday, February 01, 2011, I served the foregoing document described as:

• **NOTICE OF CASE MANAGEMENT CONFERENCE**

on the interested parties by administering a true copy in sealed envelopes addressed as follows:

WELLS FARGO BANK

Agent for Service of Process

CSC

2730 Gateway Oaks, Dr., Ste. 100

Sacramento, CA 95833

(X) **VIA U.S. MAIL:**

I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice such envelopes would be deposited with the U.S. postal service on Thursday, February 10, 2011 with postage thereon fully prepaid, at San Francisco, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and was executed on Thursday, February 10, 2011 at San Francisco, California.



Amber Scott

EXHIBIT D

SEYFARTH SHAW LLP
 Christian J. Rowley (SBN 187293)
crowley@seyfarth.com
 560 Mission Street, Suite 3100
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CONFORMED COPY
 OF ORIGINAL FILED
 Superior Court of California
 County of Los Angeles

FEB 16 2011

John A. [Signature], Executive Officer/Clerk
 By [Signature], Deputy

SEYFARTH SHAW LLP
 Jill A. Porcaro (SBN 190412)
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 Candace S. Bertoldi (SBN 254725)
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Attorneys for Defendant
 WELLS FARGO BANK, NA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES - CENTRAL DISTRICT

RAYMOND RAY, an individual and on behalf
 of all others similarly situated,

Case No. BC 452740

[Case Assigned to Judge Emile H. Elias
 Department 324]

Plaintiff,

CLASS ACTION

v.

WELLS FARGO BANK and DOES 1 through
 50 Inclusive

**DEFENDANT WELLS FARGO BANK'S
 ANSWER TO PLAINTIFF'S
 COMPLAINT**

Defendants.

Complaint Filed: 01/07/11

Pursuant to California Code of Civil Procedure §431.30(d), Defendant WELLS FARGO BANK, NA (erroneously sued as "Wells Fargo Bank") ("WFB" or "Defendant") generally denies each and every allegation and cause of action included in Plaintiff RAYMOND RAY'S unverified Class Action Complaint for Damages for: (1) Violation of Labor Code; (2) Violation of Business and Professions Code §§ 17200, *seq.*; and (3) Failure to Make Timely Payments Within the Time Required (the "Complaint"); and, without limiting the generality of the

1 foregoing, denies that Plaintiff or the putative class members have been damaged in any amount,
2 or at all, by reason of any act or omission of WFB.

3 **SEPARATE ADDITIONAL DEFENSES**

4 In further answer to Plaintiff's Complaint, Defendant alleges the following additional
5 defenses. In asserting these defenses, WFB does not assume the burden of proof as to matters
6 that, pursuant to law, are Plaintiff's burden to prove.

7 **FIRST DEFENSE**

8 The Complaint and each cause of action alleged therein fails to state facts sufficient to
9 constitute a cause of action upon which relief can be granted against WFB.

10 **SECOND DEFENSE**

11 Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations,
12 including but not limited to, California Code of Civil Procedure §§338(a), 339, and 340 and
13 California Business & Professions Code §17208.

14 **THIRD DEFENSE**

15 Plaintiff has delayed inexcusably and unreasonably in the filing of this action causing
16 substantial prejudice to WFB and thus, Plaintiff's claims are barred by the equitable doctrine of
17 laches.

18 **FOURTH DEFENSE**

19 Plaintiff's Complaint, and each and every cause of action alleged therein, is barred as
20 against WFB by the doctrines of waiver and estoppel.

21 **FIFTH DEFENSE**

22 Plaintiff's Complaint, and each and every cause of action alleged therein, is barred as
23 against WFB by the doctrine of unclean hands.

24 **SIXTH DEFENSE**

25 Plaintiff's Complaint is barred because the alleged failure to pay overtime, or to give
26 meal and rest breaks, was not unlawful, unfair or fraudulent. At all times relevant and material
27 herein, Plaintiff and the putative class members were exempt from the overtime compensation
28 requirements and the meal and rest period requirements of the California Labor Code and the

1 Industrial Welfare Commission Wage Orders, because Store or Branch Managers are/were
 2 employed in an administrative, executive or professional capacity within the meaning of the
 3 applicable wage orders and state law.

4 **SEVENTH DEFENSE**

5 Plaintiff and the putative class members are not entitled to any award under Section 226
 6 or Section 512 of the California Labor Code because, at all times relevant and material herein,
 7 the meal and rest break policies that applied to them did not violate any provisions of the
 8 California Labor Code or Industrial Welfare Commission Wage Orders.

9 **EIGHTH DEFENSE**

10 Plaintiff and the putative class members are not entitled to any penalty award under
 11 Section 203 of the California Labor Code because, at all times relevant and material herein,
 12 WFB did not willfully fail to comply with the compensation provisions of the California Labor
 13 Code, including but not limited to, California Labor Code §200, *et seq.*, but rather acted in good
 14 faith and had reasonable grounds for believing that it did not violate the compensation provisions
 15 of the California Labor Code. Moreover, Plaintiff cannot recover penalties under Section 203
 16 because Plaintiff's employment with WFB has not been separated.

17 **NINTH DEFENSE**

18 Plaintiff lacks standing to seek injunctive relief and civil penalties or damages under
 19 relevant portions of the California Labor Code, including but not limited to Sections 203 and
 20 226, and California Business and Professions Code §§17200, *et seq.* because, *inter alia*, Plaintiff
 21 has not suffered any injury in fact or lost money or property as a result of any unfair competition,
 22 and/or no penalties are available under the statutes Plaintiff sues upon.

23 **TENTH DEFENSE**

24 Plaintiff's claims for injunctive and equitable relief are barred because Plaintiff has an
 25 adequate and complete remedy at law, and/or Plaintiff cannot make the requisite showing to
 26 obtain injunctive relief in a labor dispute under California Labor Code §§1138.1, *et seq.*

1 **SEVENTEENTH DEFENSE**

2 . Plaintiff's claims are barred, in whole or in part, pursuant to an accord and satisfaction
3 and/or are barred to the extent that Plaintiff or any putative class member has entered into or is
4 otherwise bound by compromise, settlement or release agreements regarding those claims.

5
6 **EIGHTEENTH DEFENSE**

7 Plaintiff or any putative class member is not entitled to any penalty award under the
8 California Labor Code to the extent that the penalty provisions of the applicable Labor Code
9 sections invoked establish penalties that are unjust, arbitrary, oppressive, confiscatory and are
10 disproportionate to any damage or loss incurred as a result of WFB's conduct, and are
11 unconstitutional under Article I, Section VII, of the California Constitution.

12 **NINETEENTH DEFENSE**

13 Plaintiff's claims are not amenable to class treatment, as Plaintiff cannot meet the
14 prerequisites for class certification.

15 **TWENTIETH DEFENSE**

16 Plaintiff's Complaint should not be permitted to proceed as a class action because
17 Plaintiff is not an adequate representative of the class.

18 **ADDITIONAL DEFENSES**

19 Defendant presently has insufficient knowledge or information upon which to form a
20 belief whether there may be additional, as yet unstated, defenses and reserves the right to assert
21 additional defenses in the event that discovery indicates that such defenses are appropriate.

22 **PRAYER**

23 Wherefore, Defendant prays for judgment as follows:

- 24 1. That Plaintiff take nothing for the Complaint;
25 2. That judgment be entered in favor of WFB and against Plaintiff on all causes of
26 action;
27 3. That WFB be awarded reasonable attorneys' fees according to proof;
28 4. That WFB be awarded its costs of suit incurred herein; and

1 5. That WFB be awarded such other and further relief as the Court may deem
2 appropriate.

3
4 DATED: February 16, 2011

SEYFARTH SHAW LLP

5
6 By



Christian J. Rowley
Jill A. Porcaro
Candace S. Bertoldi
Attorneys for Defendant
WELLS FARGO BANK, NA

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18
4 years and not a party to the within action; my business address is 333 South Hope Street, Suite
3900, Los Angeles, CA 90071-1406.

5 On February 16, 2011 I served the following described as answer of Defendant Wells
6 Fargo Bank's Answer to Plaintiff's Complaint on the interested parties in this action:

7 ☒ by placing true copies thereof in sealed envelopes, addressed as stated on the following
mailing list:

8 Matthew Righetti, Esq.
9 John Glugoski, Esq.
RIGHETTI --GLUGOSKI, P.C.
456 Montgomery Street, Suite 1400
10 San Francisco, CA 94104
11 Telephone: (415) 983-0900
Facsimile: (415) 397-9005

12 ☐ by placing ☒ the original and/or ☐ true copies thereof enclosed in sealed envelopes
13 addressed as stated on the attached mailing list.

14 ☒ (VIA U.S. MAIL)

15 ☐ I deposited such envelope in the mail at Los Angeles, California. The envelope was
mailed with postage fully prepaid.

16 ☒ As follows: I am "readily familiar" with the firm's practice of collection and
17 processing correspondence for mailing. Under that practice it would be deposited with
the U.S. postal service on the same day with postage thereon fully prepaid at Los
18 Angeles, California in the ordinary course of business. I am aware that on motion of the
party served, service is presumed invalid if postal cancellation date or postage meter date
19 is more than one day after the day of deposit for mailing identified in the affidavit.

20 Executed February 16, 2011 at Los Angeles, California.

21 ☐ (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the
addressee.

22 Executed on _____ at Los Angeles, California.

23 ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that
24 the above is true and correct.

25 ☐ (FEDERAL) I declare that I am employed in the office of a member of the bar of this
court at whose direction the service was made.

26 
27 Lee Drozd
28

PROOF OF SERVICE

DECL. R.
MCDANIEL

DECLARATION OF ROBERT MCDANIEL

I, ROBERT McDANIEL, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration and could testify competently to them under oath if called as a witness to do so.

2. I am currently employed as Compensation Manager for Wells Fargo Bank, NA ("WFB" or "the Bank"). In that position I am familiar with the Bank's corporate structure, general finances, and operations.

3. Wells Fargo Bank, NA is a federally chartered national banking association that is organized and exists under the National Banking Act, with its main office (as identified in its articles of association) in South Dakota.

4. Wells Fargo's banking business in California is conducted by Wells Fargo Bank, NA pursuant to its charter under the National Bank Act.

5. Raymond Ray is an employee of Wells Fargo Bank, NA

6. I have analyzed the Bank's employee data records for its Store Managers employed in California. Such records include information relating to each WFB Store Manager's hire date, job position (and dates the employee held the position of Store Manager), termination date (if applicable), and salary information, all of which is maintained by WFB in the ordinary course of business. Based on my review of these records, I have determined that there have been at least 656 WFB employees holding the position of Store Manager in California during the period of January 7, 2007 through January 7, 2011. Concerning these Store Manager employees, I have further determined that:

- Approximately 79 of the WFB Store Managers have been continuously employed by WFB as Store Managers in California during the period of January 7, 2007, through January 7, 2011;
- Approximately 154 of the WFB Store Managers have been continuously employed by WFB as Store Managers in California during the period of January 7, 2008, through January 7, 2011; and

- Approximately 332 of the WFB Store Managers have been continuously employed by WFB as Store Managers in California during the period of January 7, 2010, through January 7, 2011.

7. I have further determined that approximately 356 WFB Store Managers employed in California either resigned, retired, or were terminated during the period of January 7, 2008, through December 7, 2010.

8. I also have personal knowledge that Raymond Ray's base salary of \$6,083 per month (\$72,996.00) is broadly typical of WFB employees in the Store Manager position during the relevant period. In 2010, WFB's Store Manager base salaries in California ranged from \$36,200 at the low end for a Store Manager 1 position in an Area 2 store, to a maximum base salary of \$122,600 for a Store Manager 5 in and Area 0 store. The median California Store Manager base salary in 2010 was approximately \$72,475.00 per year. The median Store Manager base salary in 2009 for WFB California Store Managers was approximately \$73,475.00. The median Store Manager base salary in 2008 for WFB California Store Managers was approximately \$70,399.19. The median Store Manager base salary in 2007 for WFB California Store Managers was approximately \$69,300.00.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on this 17th day of February 2011 in Minneapolis, Minnesota.


ROBERT MCDANIEL

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge A. Howard Matz and the assigned discovery Magistrate Judge is Jacqueline Chooljian.

The case number on all documents filed with the Court should read as follows:

CV11- 1477 AHM (JCx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)
Raymond Ray, an individual and on behalf of all others similarly situated

DEFENDANTS
Wells Fargo Bank and DOES 1 through 50 Inclusive

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Attorneys (If Known)

SEE ATTACHMENT

SEE ATTACHMENT

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

- | | | | |
|---|--|---|--|
| Citizen of This State | PTF <input checked="" type="checkbox"/> 1 DEF <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | PTF <input type="checkbox"/> 4 DEF <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No

☐ **MONEY DEMANDED IN COMPLAINT: \$**

VI. CAUSE OF ACTION (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
28 U.S.C § 1441(a); Class Action Fairness Act of 2005

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 22 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 61 HIA(1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW 405(g) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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FOR OFFICE USE ONLY: Case Number: **CV11-01477**

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

Attachment to Civil Cover Sheet

I. (b)

Attorneys for Plaintiff
Raymond Ray:

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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEETVIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Plaintiff is a resident of Los Angeles County and a citizen of the State of California	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Wells Fargo Bank, NA (erroneously sued as Wells Fargo Bank) is a citizen of the State of South Dakota

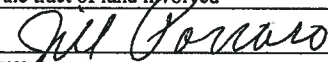
- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles.	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER):


 Jill Porcaro

Date February 17, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3 -1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))